

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 <input type="checkbox"/> 4
2. AMENDMENT/MODIFICATION NO. A021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
ISSUED BY U.S. Department of Energy Nevada Operations Office P.O. Box 98518 Las Vegas, NV 89193-8518 <small>CODE</small>		7. ADMINISTERED BY (if other than item 4) <small>CODE</small> U.S. Department of Energy Yucca Mountain Site Characterization Office P.O. Box 30307 Las Vegas, NV 89036		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Bechtel SAIC Company, LLC 1180 Town Center Drive Las Vegas, NV 89144			(v)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC08-01RW12101
				10B. DATED (SEE ITEM 13) 11/14/00
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

COUNTING AND APPROPRIATION DATA (if required):

See attached Approved Funding Program No. 11 for FY 2002

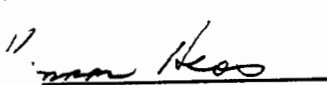
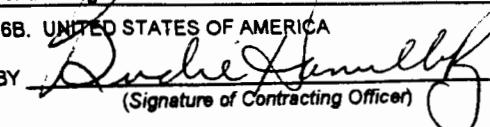
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X Unilateral - Pub. L. 95-91, DEAR 970-5204-15, Obligation of Funds (MAY 2000)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (See attached pages)

Except as provided herein, all terms and conditions of the document referenced in item 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Kennon Hess President & General Manager		16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Birdie Hamilton-Ray Contracting Officer	
15B. CONTRACTOR/OFFEROR  Signature of person authorized to sign	15C. DATE SIGNED 2/7/02	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/7/02

10-01-152-807030-105
 THIS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

Contract No. DE-AC08-01RW12101

Modification A021

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The purpose of this modification is to incorporate FY 2002 AFP No.11 and the Work Authorization Directives (WADs) referenced below, to revise the QA Description of Work, and to incorporate the FY 2002 Subcontracting Plan into the contract.

Contract No. DE-AC08-01RW12101 is hereby modified as follows:

1. Clause B.3, ESTIMATED COST AND FEE paragraph (b), is revised to reflect an inter/intra office transfer of (\$24,723,411.72), and an increase of \$101,521,000 in WAD YMP0022, Rev.01, a decrease of (\$1,501,000) in WAD ATI0012, Rev.01, and a decrease of (\$144,000) in WAD PMA0012, Rev.01. WAD IM00022, Rev.01 and WAD QA00022, Rev.01 have \$0 change.

2. As a result of the aforementioned revision per Clause B.3, ESTIMATED COST AND FEE, paragraph (b), there is a net increase in the estimated cost of \$75,152,588. Therefore, the estimated cost for fiscal year 2002 is revised from \$121,978,850 to \$197,131,438. The total contract value inception-to-date is increased from \$278,693,654 to \$353,846,242.

Accordingly, Clause B.3 is revised as follows:

(b) The estimated cost of the specified contract period, exclusive of the base and award fees, if any, is as follows:

Estimated Cost

Contract Period: October 1, 2001, through September 30, 2002

Contract Line Items

Summary of Direct Costs

I.	Mission	
a.	Yucca Mountain (YMP0022, Rev. 01)	\$217,970,000
b.	Acceptance Transportation and Integration (ATI0012, Rev.01)	\$4,202,000
c.	Program Management & Administration (PMA0012, Rev.01)	\$2,179,000
d.	Information Management (IM00022, Rev.01)	\$3,799,000
e.	Plutonium Disposition	\$0
f.	Quality Assurance (QA00022, Rev.01)	\$8,000,000
g.	IWO 98IDSNF06	\$0
h.	IWO NVA0800	\$0
i.	IWO NV900101	\$0
j.	BSC Support to BN	\$6,114
k.	Safeguards & Security	\$0
Total FY 2002 WAD		\$236,156,114

	Inter/intra-office transfers during FY02	(\$39,024,676)
II.	Construction Programs	\$0
III.	Administration	
	a. Lease Termination Liability Reductions	<u>\$0</u>
	FY 2002 Estimated Costs	\$197,131,438

Prior Contract Periods

November 14, 2000 through September 30, 2001	\$156,714,804
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Grand Total Estimated Costs (inception-to-date) \$353,846,242

3. This modification implements changes in contract funding pursuant FY 2002 AFP number 11. The AFP appears as Attachment 1 to this modification. The AFP stipulates the appropriate budget and reporting code distribution of the incremental funding identified below. The following is a summary of funding changes in the AFP:

<u>AFP No.</u>	<u>Activities</u>	<u>Amount</u>
11	Incremental Funding	(\$1,899,588.28)
11	Inter/Intra Office Transfers	(\$24,723,411.72)
	Total	<u>(\$26,623,000.00)</u>

In accordance with changes in AFP No. 11, funds in the amount of (\$26,623,000) are hereby deobligated from the contract. The total amount of obligated funds from contract inception-to-date is therefore decreased from \$364,472,000, by (\$26,623,000), to \$337,849,000 therefore, Clause B.2, OBLIGATION OF FUNDS, is revised to read as follows:

Pursuant to the clause entitled, 'Obligation of Funds', total funds in the amount of \$337,849,000 have been allotted for obligation and are available for payment of allowable costs and any fees to be incurred from the effective date of this contract through the period estimated to end March 31, 2006.

4. Part I, Description of Work and Services, Section C2, 8.0 Quality Assurance Functions, is deleted in its entirety and replaced with the following description. Implementation of the revised Description of Work shall be performed only after receiving Work Authorization Directives or Contracting Officer direction.

Quality Assurance Functions

The NWPA mandates that the OCRWM Program complies with NRC regulations. These regulations include quality assurance requirements. Therefore, a comprehensive and effective Quality Assurance program is essential for the performance of work for all phases of the OCRWM Program. The NRC has prescribed quality assurance requirements and guidance for all aspects of the Program. OCRWM responsibilities, as the

license applicant and owner, are to ensure that all of the quality assurance controls are in place for verification by NRC and to ensure that the systems, structures, and components under postulated conditions will not adversely affect the waste isolation capabilities of the site and cause undue risk to health and safety of the workers and the public.

The Quality Assurance functions to be performed by the Contractor include Quality Engineering, Quality Verification, and Quality Control functions for work performed under this contract by the Contractor, National Laboratories, Subcontractors and U. S. Geological Survey. Quality Engineering includes, but is not limited to: review of Contractor quality assurance procedures; review of Contractor procurement documents; in-process review of Contractor technical and design documents; providing advice to Contractor line organizations regarding quality assurance matters, especially in implementing a graded Quality Assurance program to ensure the Contractor's technical products are generated in full compliance with QARD requirements. Quality Verification includes, but is not limited to: self-assessments of Contractor processes; independent Quality Assurance program audits and surveillances of Contractor quality affecting activities; maintenance of the OCRWM Qualified Suppliers List (including quality assurance audits and surveillances of Contractor suppliers of items and services); review, approval, and processing of Contractor generated deficiency and nonconformance reports; and coordination of trending of Contractor and Contractor supplier Quality Assurance program deficiencies (Non-Conformance Reports, Deficiency Reports and Corrective Action Reports) with OCRWM, Office of Quality Assurance. Quality Control includes, but is not limited to: independent inspection of in-process and installed facility items, receipt inspection of procured items, and nondestructive examination. The Contractor shall maintain on-site quality assurance representation at various off-site locations to provide Quality Engineering support as appropriate. The Contractor shall have stop work authority over Contractor's activities to assure that work does not proceed in areas found to be significantly deficient in implementing quality assurance requirements.

OCRWM, Office of Quality Assurance will retain the responsibility for the development and maintenance of the QARD; Quality Assurance Program Management and Policy; QARD interpretation; the conduct of independent Quality Assurance program audits and surveillance at all major participant locations (other than audits of suppliers of items and services); and trending of Quality Assurance Program deficiencies (Non-Conformance Reports, Deficiency Reports and Corrective Action Reports).

OCRWM shall have access to Contractor and subcontractor facilities for purposes of quality assurance overview activities; such as audits, surveillance and reviews. Observers from NRC, state and local governments may participate in these oversight activities. The Contractor shall respond to all deficiencies identified.

5. Part III, Appendix C, Small Business Subcontracting Plan, accepted by Jerri Adams, Contracting Officer, on 9/19/00, is replaced in its entirety with the FY 2002 Small Business Subcontracting Plan, accepted by Birdie Hamilton-Ray, Contracting Officer, on 12/07/2001. The FY 2002 Subcontracting Plan is Attachment 2 to this modification.

6. Except as provided herein, all terms and conditions of the document referenced in 10A of the Standard Form 30, as heretofore changed, remain unchanged and in full force and effect.